

**AMENDMENT NO. ONE TO
PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PLAN PROJECT
PHASE TWO**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT, ("Amendment No. One") is entered into as of this 12th day of July, 2010, by and between the **CITY OF NEWPORT BEACH**, a Municipal Corporation ("**CITY**"), and **BOHLIN CYWINSKI JACKSON**, a Pennsylvania Corporation whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("**CONSULTANT**"), and is made with reference to the following:

RECITALS:

- A. On April 27, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for architectural and consultant services for the second phase of the Newport Beach Civic Center & Park Development Plan Project ("Project").
- B. City desires to enter into this Amendment No. One to reflect additional services not included in the Agreement, to increase the total compensation and update insurance requirements.
- C. City and Consultant mutually desire to amend Agreement as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SERVICES TO BE PERFORMED

Section 2 of the Agreement shall be supplemented to include the Scope of Services dated May 21, 2010 which is attached hereto as Exhibit 'A' and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

The introductory paragraph to Section 4 of the Agreement shall be amended hereby and the following is substituted in its entirety: City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Four Million, Nine Hundred Ninety-Three Thousand, Five Hundred Eighty-Four Dollars and no/100 (\$4,993,584.00)** without prior written authorization from City.

- 2.1 The amended compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed Forty-Four Thousand, Three Hundred Seventy Dollars and no/100 (\$44,370.00), without prior written authorization from City.

3. **INSURANCE**

Section 14 of the Agreement shall be amended hereby and the following terms are substituted in their entirety: Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

- A. Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Consultant's bid.

- B. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

- C. Coverage Requirements.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000.00)) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the

State of California, Section 3700 for all of the subconsultant's employees.

Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 (ten) calendar days written notice of non-payment of premium) prior to such change.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each accident.
- iv. Professional Liability (Errors & Omissions) Coverage. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000.00) limit per claim and in the aggregate.

D. Other Insurance Provisions or Requirements.

The policies are to contain, or be endorsed to contain, the following provisions:

- i. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- ii. Enforcement of Contract Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

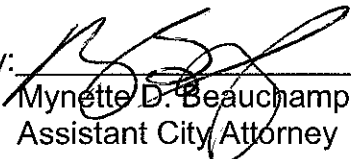
- iii. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- iv. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.
- E. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement.
- F. Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

4. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in Agreement shall remain unchanged and shall be in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. One on the date first above written.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

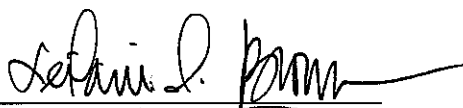
By: 
Mynette D. Beauchamp,
Assistant City Attorney

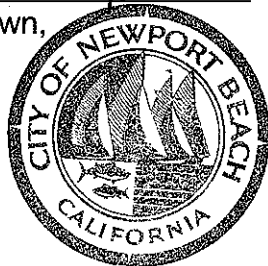
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**CITY OF NEWPORT BEACH,
A California Municipal Corporation**

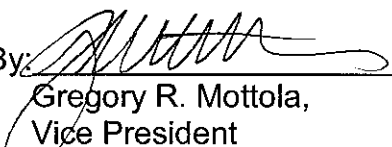
By: 
David A. Kiff,
City Manager


ATTEST:

By: 
Leilani I. Brown,
City Clerk



**CONSULTANT: BOHLIN CYWINSKI
JACKSON, a Pennsylvania Corporation**

By: 
Gregory R. Mottola,
Vice President

By: 
W. Dan Haden, III.,
Vice President/Treasurer

Attachments: Exhibit A - Audiovisual Consultation Proposal
 Exhibit B - Food Services Selection Proposal
 Exhibit C - Command Center Expansion Proposal

EXHIBIT A

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

21 May 2010

Mr. Steve Badum, Public Works Director
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519C

Subject: **Council Chambers – Audiovisual Precedents Tour**
Additional Services Proposal (BCJ Project 08519C x03)

Dear Mr. Badum:

Recognizing the significant advances made in audiovisual technology since the construction of the existing Newport Beach Council Chamber, you, Dave Kiff and the design team have realized the benefit of becoming familiar with current AV options. This investigation will allow the City to determine the appropriate level of infrastructure appropriate for the City, allowing for efficient and well-conducted meetings without purchasing more than required to meet those goals. A tour of comparable facilities with follow-up discussion is proposed as a way to meet the City's objectives.

Project Scope

Audiovisual consultant Charles Salter Associates (CSA) will research appropriate comparable facilities for review in Orange County, then travel to Orange County to determine those that are most likely to be similar to what is desired for the Newport Beach Council Chamber. CSA and BCJ will then tour those selected with the City. This will be a 'hands on' tour that will allow for review of a variety of scenarios. Please see CSA's proposal for additional scope description.

BCJ will manage this process, coordinate CSA's efforts with the design team and the City, and attend the tours with the City and CSA.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

Bohlin Cywinski Jackson

08519C x03
21 May 2010
Page 2 of 2

Schedule

There is no proposed change in schedule based on the scope described in this Additional Service.

Project Fee

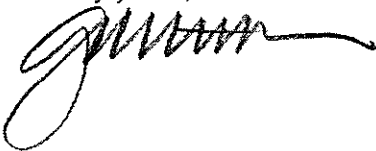
This proposal is for a time-and-material fee, with a not-to-exceed amount of \$8,140 based on the assumptions below:

Services	BCJ			
	02 hours	Principal	\$285.00 per hour	\$570
	02 hours	Senior Associate	\$160.00 per hour	\$320
	02 hours	Associate	\$125.00 per hour	\$250
	CSA	14 May 10 proposal		\$7,000
Reimbursables	BCJ	To be billed under base project (08519C)		NA
	CSA	To be billed under base project (08519C)		NA
	Total			\$8,140

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:

Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____

EXHIBIT B

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

21 May 2010

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519C

Subject: **Food Facility Vendor Selection Services**
Additional Services Proposal (BCJ Project 08519C x02)

Dear Mr. Badum:

In recent discussions with you and Dave Kiff, there has been a recognized benefit in procuring the services of a food service consultant to assist in the selection of a food service vendor for the café space in the library addition. The vendor will be asked to make use of the approximately 850 square feet available on two levels in this addition. At your request, we are providing this proposal for these services.

Project Scope

Food services consultant HDA Pacific will develop an RFP on behalf of the City for the procurement of a food service vendor for the cafe located in the library expansion. HDA will then work with the City through the proposal and interview process and assist in evaluation and selection of a vendor. Please see HDA's proposal for additional information.

BCJ will assist in the management of this process, coordinate HDA's efforts with the design team and the City, and attend all client meetings with HDA.

Schedule

There is no proposed change in schedule based on the scope described in this Additional Service.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

Bohlin Cywinski Jackson

08519C x02
21 May 2010
Page 2 of 2

Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$13,060 based on the assumptions below:

Services	BCJ		
	02 hours	Principal	\$285.00 per hour \$570
	04 hours	Senior Associate	\$160.00 per hour \$640
	02 hours	Associate	\$125.00 per hour \$250
	02 hours	Staff I	\$105.00 per hour \$210
	HDA	26 April 10 proposal	\$9,950
Reimbursables	BCJ	To be billed under base project (08519C)	NA
	HDA		\$1,440
	Total		\$13,060

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:

Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____

EXHIBIT C

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

21 May 2010

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519C

Subject: **Command Center Expansion**
Additional Services Proposal (BCJ Project 08519C **x01**)

Dear Mr. Badum:

On the ninth of April, in a meeting regarding the command center, the users of this space expressed a need for a center larger than the one that had been shown and approved to date. BCJ and the City worked together to develop a program and diagram to meet the users' needs. The proposed expansion, approximately 775 square feet, will extend the basement east. The additional space will include a fire/dispatch center, a ham radio room and conference room. The command center will be reconfigured. The City had some internal discussion about the issue, then gave the design team the direction to move forward during our weekly coordination call on the 30th of April. The command center users also raised the possibility of adding a raised floor to the command center spaces. The City made a decision to not pursue this raised floor. It has not been included in this proposal.

Project Scope

The major changes are as follows:

- Expansion of the basement envelope to the east in order to accept additional program. This will include reconsideration and redocumentation of the structural system and new details to capture the subterranean roof of this expansion. It will also require modification of existing systems (e.g. sub-surface drainage) to capture the new volume.
- Modification of the existing command center and addition of the new program spaces listed above. This will require architectural and systems development of these spaces, as well as review with the City to discuss these new/modified program elements.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

Bohlin Cywinski Jackson

08519C x01
21 May 2010
Page 2 of 3

The fee proposal provided includes the following assumptions:

- The design team will implement the design changes directed by the City Council as described above. This will include redesigning the affected spaces at a schematic level, then bringing them back through the design development phase in order that they are at the same level of the rest of the project by issue of the next drawing set (50% CDs).
- BCJ's scope includes time to meet with the City/users to discuss the development of the design for these additional spaces. It also includes time to design and document architectural changes, as well as meet with all disciplines affected regarding coordination of changes.
- Arup will be providing services as part of this additional service. Their scope is indicated in their attached proposal dated 14 May 2010.
- All disciplines not listed in this proposal have noted the delta in their work regarding the City Council's changes did not result in a significant change in their scope and they will therefore not be submitting proposal for additional services in connection with these changes.
- This proposal covers the described scope through the completion of the CD phase. Bidding and CA for this additional scope will be covered in forthcoming proposal 08519D.

Schedule

There is no proposed change in schedule based on the scope described in this Additional Service.

Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$23,170 based on the assumptions below:

Services	BCJ			
	02 hours	Principal	\$285.00 per hour	\$570
	10 hours	Senior Associate	\$160.00 per hour	\$1,600
	20 hours	Associate	\$125.00 per hour	\$2,500
	30 hours	Staff I	\$105.00 per hour	\$3,150
	30 hours	Staff II	\$85.00 per hour	\$2,550
	Arup			
		14 May 10 proposal		\$12,800
Reimbursables	BCJ	To be billed under base project		NA
	Arup	To be billed under base project		NA
	Total			\$23,170

All reimbursable expenses generated in conjunction with this additional service will be billed to the main project (BCJ 08519C).

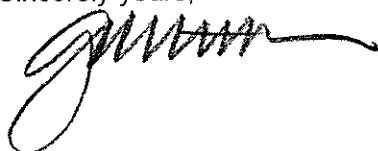
Bohlin Cywinski Jackson

08519C x01
21 May 2010
Page 3 of 3

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:

Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____